Case 15-35587 Doc 1 Filed 10/20/15 Entered 10/20/15 10:42:15 Desc Main Document Page 1 of 52

B1 (Official F	Form 1)(04	/13)				carriori		gc <u> </u>					
			United   No		Bankı District						Vo	luntary Pet	ition
Name of Del Irby, She		ividual, ente	er Last, First,	Middle):			Name	of Joint De	ebtor (Spouse)	) (Last, First	, Middle):		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):						All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):							
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all)  xxx-xx-0559						Last f	our digits o	f Soc. Sec. or	Individual-	Гахрауег I	D. (ITIN) No./Con	nplete EIN	
Street Addres 14001 S. Apt. 1B		*	Street, City, a	and State)	:		Street	Address of	Joint Debtor	(No. and St	reet, City, a	and State):	
Chicago,	IL				Г	ZIP Code	;					<u></u>	ZIP Code
County of Re	esidence or	of the Princ	cipal Place of	f Business		00033	Count	y of Reside	ence or of the	Principal Pl	ace of Busi	ness:	
Mailing Addı	ress of Deb	tor (if diffe	rent from str	eet addres	ss):		Mailii	ng Address	of Joint Debto	or (if differe	nt from str	eet address):	
					_	ZIP Code	<u>;                                    </u>						ZIP Code
Location of P (if different fi													
(Form c		Debtor on) (Check	one hov)			of Business	3		-	of Bankrup Petition is Fi		Under Which	
Individua See Exhibit  □ Corporati □ Partnersh □ Other (If of	al (includes it D on page ion (include ip debtor is not	Joint Debto 2 of this form es LLC and	LLP)	☐ Sing in 1 ☐ Rail ☐ Stoo	Ith Care Bugle Asset Ro 1 U.S.C. § road ekbroker nmodity Braring Bank	siness eal Estate a 101 (51B)	s defined	Chapt Chapt Chapt Chapt Chapt Chapt	er 7 er 9 er 11 er 12	☐ Cl of ☐ Cl	hapter 15 F a Foreign hapter 15 F	Petition for Recogn Main Proceeding Petition for Recogn Nonmain Proceedi	ition
Country of del Each country i by, regarding,	btor's center	oreign procee	eding	unde	Tax-Exe	the United S	le) zation tates	defined	are primarily co 1 in 11 U.S.C. § red by an individual, family, or l	(Check ensumer debts, 101(8) as dual primarily	for	Debts are pri	-
	Fil	ing Fee (C	heck one box		e (the interna		one box:	a perso		ter 11 Debt	•		
debtor is un Form 3A.  Filing Fee	Fee attached to be paid in ed application nable to pay	installments on for the cou fee except in	(applicable to urt's considerati n installments.	individual ion certifyi Rule 1006( 7 individu	ng that the (b). See Office als only). Mu	Check	Debtor is a si Debtor is not if: Debtor's agg are less than all applicabl A plan is bei Acceptances	a small busi regate nonco \$2,490,925 ( e boxes: ng filed with of the plan w	debtor as defininess debtor as dentingent liquida amount subject this petition.	ned in 11 U.S. defined in 11 U ated debts (exc to adjustment	C. § 101(51) J.S.C. § 101 Cluding debt on 4/01/16		s thereafter).
Statistical/Ad  Debtor es  Debtor es there will	stimates tha	t funds will t, after any	be available	erty is ex	cluded and	nsecured cr administrat	editors.		S.C. § 1126(b).	THIS	SPACE IS	FOR COURT USE O	NLY
Estimated Nu 1- 49	1mber of Ci 50- 99	reditors  100- 199	200-	1,000- 5,000	5,001- 10,000	10,001- 25,000	25,001- 50,000	50,001- 100,000	OVER 100,000				
Estimated As  \$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion					
Estimated Lia  So to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	\$100,000,001 to \$500 million	\$500,000,001 to \$1 billion					

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Page 2 Name of Debtor(s): Voluntary Petition Irby, Sherard T (This page must be completed and filed in every case) All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet) Case Number: Date Filed: Location Where Filed: - None -Date Filed: Location Case Number: Where Filed: Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet) Name of Debtor: Case Number: Date Filed: - None -District: Relationship: Judge: Exhibit B Exhibit A (To be completed if debtor is an individual whose debts are primarily consumer debts.) (To be completed if debtor is required to file periodic reports (e.g., I, the attorney for the petitioner named in the foregoing petition, declare that I forms 10K and 10Q) with the Securities and Exchange Commission have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 under each such chapter. I further certify that I delivered to the debtor the notice and is requesting relief under chapter 11.) required by 11 U.S.C. §342(b). ☐ Exhibit A is attached and made a part of this petition. X /s/ Jason Blust, Law Office of Jason B**@st**ober 20, 2015 Signature of Attorney for Debtor(s) Jason Blust, Law Office of Jason Blust #6276382 Exhibit C Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? Yes, and Exhibit C is attached and made a part of this petition. No. Exhibit D (To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: ☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition. Information Regarding the Debtor - Venue (Check any applicable box) Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District. Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes) Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) (Name of landlord that obtained judgment) (Address of landlord) Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

### **B1** (Official Form 1)(04/13)

## **Voluntary Petition**

(This page must be completed and filed in every case)

## Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

### X /s/ Sherard T Irby

Signature of Debtor Sherard T Irby

X

Signature of Joint Debtor

Telephone Number (If not represented by attorney)

October 20, 2015

Date

## Signature of Attorney\*

X /s/ Jason Blust, Law Office of Jason Blust Signature of Attorney for Debtor(s)

Jason Blust, Law Office of Jason Blust #6276382

Printed Name of Attorney for Debtor(s)

Law Office of Jason Blust

Firm Name

211 W Wacker Drive

STE 200

Chicago, IL 60606

Address

(312) 273-5001 Fax: (312) 273-5022

Telephone Number

October 20, 2015

Date

\*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

### **Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

 $\mathbf{X}$ 

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Name of Debtor(s): Irby, Sherard T

#### Signatures

### Signature of a Foreign Representative

Page 3

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

- ☐ I request relief in accordance with chapter 15 of title 11. United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.
- ☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

## Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankrutpcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

X

Date

Address

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

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B 1D (Official Form 1, Exhibit D) (12/09)

## United States Bankruptcy Court Northern District of Illinois

		1 (of the first of immore		
In re	Sherard T Irby		Case No.	
		Debtor(s)	Chapter	7

## EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH CREDIT COUNSELING REQUIREMENT

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

- 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency*.
- □ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.
- □ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. [Summarize exigent circumstances here.] \_\_\_\_

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: [Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]

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B 1D (Official Form 1, Exhibit D) (12/09) - Cont.	Page 2
deficiency so as to be incapable of realizing a responsibilities.);	109(h)(4) as impaired by reason of mental illness or mental nd making rational decisions with respect to financial
• · · · · · · · · · · · · · · · · · · ·	109(h)(4) as physically impaired to the extent of being n a credit counseling briefing in person, by telephone, or
through the Internet.);	mhat zana
☐ Active military duty in a military co	ombat zone.
☐ 5. The United States trustee or bankruptcy a requirement of 11 U.S.C. § 109(h) does not apply in t	administrator has determined that the credit counseling this district.
I certify under penalty of perjury that the i	information provided above is true and correct.
Signature of Debtor:	/s/ Sherard T Irby
	Sherard T Irby
Date: October 20, 2015	5

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B6 Summary (Official Form 6 - Summary) (12/14)

## **United States Bankruptcy Court Northern District of Illinois**

In re	Sherard T Irby		Case No.		_
_		Debtor	•,		
			Chapter	7	_

## SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	0.00		
B - Personal Property	Yes	3	46,050.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	1		21,643.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	2		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	7		47,385.27	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	2			2,781.00
J - Current Expenditures of Individual Debtor(s)	Yes	2			2,778.00
Total Number of Sheets of ALL Schedu	ıles	21			
	T	otal Assets	46,050.00		
			Total Liabilities	69,028.27	

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B 6 Summary (Official Form 6 - Summary) (12/14)

## **United States Bankruptcy Court Northern District of Illinois**

In re	Sherard T Irby		Case No.		
•	•	Debtor			
			Chapter_	7	

## STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C.§ 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C.  $\S$  159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	0.00

### State the following:

Average Income (from Schedule I, Line 12)	2,781.00
Average Expenses (from Schedule J, Line 22)	2,778.00
Current Monthly Income (from Form 22A-1 Line 11; OR, Form 22B Line 14; OR, Form 22C-1 Line 14)	4,505.70

#### State the following:

	-	
Total from Schedule D, "UNSECURED PORTION, IF ANY"     column		7,143.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		47,385.27
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		54,528.27

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B6A (Official Form 6A) (12/07)

In re	Sherard T Irby	Case No.
-	•	, Debtor

## **SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property

Nature of Debtor's Interest in Property

Nature of Debtor's Wife, Joint, or Community

Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption

Amount of Secured Claim

None

Sub-Total > 0.00 (Total of this page)

Total > 0.00

(Report also on Summary of Schedules)

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B6B (Official Form 6B) (12/07)

In re	Sherard T Irby		Case No.
		Debtor	

## SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property without Deducting any Secured Claim or Exemption
1.	Cash on hand	Χ			
2.	Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3.	Security deposits with public utilities, telephone companies, landlords, and others.	X			
4.	Household goods and furnishings, including audio, video, and computer equipment.	Misce	llaneous used household goods	-	950.00
5.	Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6.	Wearing apparel.	Perso	nal used clothing	-	600.00
7.	Furs and jewelry.	Χ			
8.	Firearms and sports, photographic, and other hobby equipment.	Χ			
9.	Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10.	Annuities. Itemize and name each issuer.	X			
				Sub-Tota (Total of this page)	al > 1,550.00

2 continuation sheets attached to the Schedule of Personal Property

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B6B (Official Form 6B) (12/07) - Cont.

In r	re Sherard T Irby		C	ase No.	
	_		Debtor		
		SCHED	ULE B - PERSONAL PROPERT (Continuation Sheet)	ΓY	
	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
	Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	Х			
	Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	401k th	nrough employer	-	30,000.00
	Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14.	Interests in partnerships or joint ventures. Itemize.	Х			
	Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16.	Accounts receivable.	X			
	Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
	Other liquidated debts owed to debtor including tax refunds. Give particulars				

Sub-Total > 30,000.00 (Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.20. Contingent and noncontingent

interests in estate of a decedent, death benefit plan, life insurance

21. Other contingent and unliquidated

claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.

policy, or trust.

Χ

Χ

Χ

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B6B (Official Form 6B) (12/07) - Cont.

In re	Sherard T Irby	Case No.
	•	

Debtor

## **SCHEDULE B - PERSONAL PROPERTY**

(Continuation Sheet)

	Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22.	Patents, copyrights, and other intellectual property. Give particulars.	Х			
23.	Licenses, franchises, and other general intangibles. Give particulars.	Х			
24.	Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25.	Automobiles, trucks, trailers, and other vehicles and accessories.	20	011 Nissan Maxima with 83,000 miles	-	14,500.00
26.	Boats, motors, and accessories.	Χ			
27.	Aircraft and accessories.	Χ			
28.	Office equipment, furnishings, and supplies.	Χ			
29.	Machinery, fixtures, equipment, and supplies used in business.	Χ			
30.	Inventory.	Χ			
31.	Animals.	Χ			
32.	Crops - growing or harvested. Give particulars.	Χ			
33.	Farming equipment and implements.	Χ			
34.	Farm supplies, chemicals, and feed.	Χ			
35.	Other personal property of any kind not already listed. Itemize.	Х			

Sub-Total > (Total of this page)

Total >

46,050.00

14,500.00

Sheet  $\underline{2}$  of  $\underline{2}$  continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

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B6C (Official Form 6C) (4/13)

In re	Sherard T Irby	Case No.
		Debtor

## SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:	☐ Check if debtor claims a homestead exemption that exceeds
(Check one box)	\$155,675. (Amount subject to adjustment on 4/1/16, and every three years thereafte
□ 11 U.S.C. §522(b)(2)	with respect to cases commenced on or after the date of adjustment.)
11 II C C 8522(b)(2)	

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Household Goods and Furnishings Miscellaneous used household goods	735 ILCS 5/12-1001(b)	950.00	950.00
Wearing Apparel Personal used clothing	735 ILCS 5/12-1001(a)	600.00	600.00
Interests in IRA, ERISA, Keogh, or Other Pension or 401k through employer	Profit Sharing Plans 735 ILCS 5/12-1006	100%	30,000.00
Automobiles, Trucks, Trailers, and Other Vehicles 2011 Nissan Maxima with 83,000 miles	735 ILCS 5/12-1001(c)	2,400.00	14,500.00

Total: 33,950.00 46,050.00 Case 15-35587 Doc 1 Filed 10/20/15 Entered 10/20/15 10:42:15 Desc Main Page 13 of 52 Document

B6D (Official Form 6D) (12/07)

In re	Sherard T Irby	Case No.	
_	<u>*</u>	<u> </u>	
		Debtor	

## SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)  Account No. xxx5369	C O D E B T O R	Hu H W J C	band, Wife, Joint, or Community  DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN  Opened 2/01/14 Last Active 6/12/15	CONTINGENT	UNLIQUIDATED	U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Prestige Financial Svc 1420 S 500 W Salt Lake City, UT 84115		_	Purchase Money Security 2011 Nissan Maxima with 83,000 miles  Value \$ 14,500.00		D		21,643.00	7,143.00
Account No.			Value \$					
Account No.			Value \$					
Account No.			Value \$					
continuation sheets attached			S (Total of th	ubt nis p			21,643.00	7,143.00
			(Report on Summary of Sc		ota ule		21,643.00	7,143.00

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B6E (Official Form 6E) (4/13)

•			
In re	Sherard T Irby	Case No.	
-	·	Debtor	

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts <u>not</u> entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic support obligation		Domestic	support	obligation
-----------------------------	--	----------	---------	------------

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

#### ☐ Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

### ☐ Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

#### ☐ Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

#### ☐ Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

#### ☐ Deposits by individuals

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

### ☐ Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

#### ☐ Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

### ☐ Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

1 continuation sheets attached

<sup>\*</sup> Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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B6E (Official Form 6E) (4/13) - Cont.

In re	Sherard T Irby	Case No.
-		Debtor

## SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS (Continuation Sheet)

**Domestic Support Obligations** 

							TYPE OF PRIORITY	7
CREDITOR'S NAME, AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B T O R	Hu: H W J C	Sband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	L I Q U I	ΙE	AMOUNT OF CLAIM	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY  AMOUNT ENTITLED TO PRIORITY
Account No.				Ť	D A T E D			
Alia Mohamed address unknown		-						0.00
				$\perp$			0.00	0.00
Account No.  Illinois Dept of Human Services PO Box 19407 Springfield, IL 62794		-						0.00
Account No.	+	H		+	-	$\vdash$	0.00	0.00
Account No.								
Account No.								
Sheet 1 of 1 continuation sheets a				Sub				0.00
Schedule of Creditors Holding Unsecured I	riority	Cla	ims (Total of		pag Γota		0.00	0.00
			(Report on Summary of S				0.00	0.00

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B6F (Official Form 6F) (12/07)

In re	Sherard T Irby	Case No
_		Debtor

## SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

	10				_		
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	C A H	sband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AN CONSIDERATION FOR CLAIM. IF CLA IS SUBJECT TO SETOFF, SO STATE	D AIM E.	CONTLNGENT	DZLLGD-D	AMOUNT OF CLAIM
Account No. 6803			Credit		T	D A T E D	
Capital One Services, LLC PO BOX 70886 Charlotte, NC 28272		-					110.00
Account No. xxx xx1 398	1		Credit				
Citgo Consumer Card PROCESSING CENTER Des Moines, IA 50362		-					1,040.66
Account No.			Tickets				
City of Chicago Department of Revenue PO Box 88292 Chicago, IL 60680-1292		-					900.00
Account No.	+		collection				800.80
Convergent Outsourcing, Inc. 10750 Hammerly Blvd., Ste. 200 Houston, TX 77043		-					1,122.37
_6 continuation sheets attached			(T	S otal of th		ota pag	3,073.83

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B6F (Official Form 6F) (12/07) - Cont.

In re	Sherard T Irby	Case No.	
_		Debtor	

	С	ш.,	sband, Wife, Joint, or Community	16	U	D	
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	ODEBTOR	J H H	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGEN	LQU	SPUTED	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx9895			Opened 6/01/15 Last Active 9/10/15	Т	E		
Credit One Bank Na Po Box 98875 Las Vegas, NV 89193		-	Credit Card		D		417.00
Account No. 8410	╁		Credit	+	$\vdash$		
Discover More Card PO BOX 6103 Carol Stream, IL 60197		-					1,053.91
Account No. xxxxx4401	┢		Comcast	+			
Enhanced Recovery Company, LLC PO BOX 23870 Jacksonville, FL 32241		-					119.87
Account No. xxxx xxxx xxxx 0737	l		Credit				
ExxonMobil PROCESSING CENTER Des Moines, IA 50361		-					1,118.27
Account No. 8508	l		Credit	+	$\vdash$	$\vdash$	.,
Fingerhut P.O. Box 166 Newark, NJ 07101		-					0.040.40
							3,842.40
Sheet no. <u>1</u> of <u>6</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims			(Total of	Sub this			6,551.45

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B6F (Official Form 6F) (12/07) - Cont.

In re	Sherard T Irby	Case No
_		Debtor

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE,	CODEBTOR	Hu H W	sband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED A	ND	CONT	DZLLQD.	D I S P	
AND ACCOUNT NUMBER (See instructions above.)	B T O R	C	CONSIDERATION FOR CLAIM. IF CI IS SUBJECT TO SETOFF, SO STAT		NGENT			AMOUNT OF CLAIM
Account No.			collection		Ť	DATED		
First National Collection Bureau 3631 Warren Way Reno, NV 89509		-				D		452.33
Account No. xxxxxxxxxxxx3748	┢	$\vdash$	Opened 9/01/09 Last Active 1/03/10				_	
First Premier Bank 601 S Minnesota Ave Sioux Falls, SD 57104		-	Credit Card					
								452.00
Account No. xxxx xxxx xxxx 4606	Ī	T	Credit					
First Premier Bank PO BOX 5529 Sioux Falls, SD 57117		-						
								721.12
Account No. xxxxx5169	T	T	Opened 6/01/10 Last Active 2/23/12					
Great American Finance 20 N Wacker Dr Ste 2275 Chicago, IL 60606		-	Household Goods					
								0.00
Account No. xxxx5501		T	Opened 11/24/10 Last Active 3/05/14				Γ	
Hertg Accpt 120 W Lexington Elkhart, IN 46516		-	Automobile					
								0.00
Sheet no. 2 of 6 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims	-			S Total of th	ubi nis			1,625.45

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B6F (Official Form 6F) (12/07) - Cont.

In re	Sherard T Irby	Case No.
		Debtor

CREDITOR'S NAME,	C	Hu	sband, Wife, Joint, or Community	C	U	D	
MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	C A M	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	QU	SPUTED	AMOUNT OF CLAIM
Account No.			collection	7	T E D		
Linebarger Goggan Blair & Sampson P.O. Box 06140 Chicago, IL 60606-0140		-			D		1,805.60
Account No. xxxxxxxxxxxxxx9652			01 Village Of Riverdale RI				
Mcsi Inc Po Box 327 Palos Heights, IL 60463		-					200.00
Account No. xxxx xxxx xxxx 6010	H	H	Credit		H	H	
Merrick Bank PO BOX 660702 Dallas, TX 75266		-					2,619.81
Account No. xxxxxxx # 5286			Walmart # 5286				
Meyey & Njus 1100 Us Bank Plaza 200 S. Sixth Minneapolis, MN 55402		-					5,165.96
Account No. xxx4914	t	T	04 City Of Calumet City	$\dagger$	H	T	
Municollofam 3348 Ridge Road Lansing, IL 60438		-					250.00
Sheet no. 3 of 6 sheets attached to Schedule of	_			Sub	tota	ıl	40.044.07
Creditors Holding Unsecured Nonpriority Claims			(Total of	this	pag	ge)	10,041.37

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B6F (Official Form 6F) (12/07) - Cont.

In re	Sherard T Irby	Case No.	
_		Debtor	

	16	Luc	should Wife I bint on Occupanity	10	Ιυ	D	<u> </u>
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	H W J C	sband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGEN	ONL QU L DA	I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxxx1736	1		Synchrony Bank		E		
NCO Financial PO BOX 1020 Horsham, PA 19044		-					4,173.00
Account No. xxxxxxxxxxxx5745	✝	$\vdash$	Fifth Third Bank	+	+	+	
Ntl Acct Srv 1246 University Av Saint Paul, MN 55104		-					259.00
Account No. xxxx xxxx xxxx 7217	╁		Credit		+		
Pay Pal Credit PO BOX 105658 Atlanta, GA 30348		-					1,164.37
Account No.	╁	H	collection	+	+	$\vdash$	
RGS Collections Inc. POBox 240200 Milwaukee, WI 53224		-					335.88
Account No. xxx xxx xxx 5570	$\dagger$	$\vdash$	Credit	+	+	+	
Seventh Avenue 1112 7th Ave Monroe, WI 53566-1364		-					93.67
Sheet no4 of _6 sheets attached to Schedule of			ı	Sub	tota	al	2 22 2 2
Creditors Holding Unsecured Nonpriority Claims			(Total of	this	pa	ge)	6,025.92

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B6F (Official Form 6F) (12/07) - Cont.

In re	Sherard T Irby	Case No	_
_		Debtor	

CDEDITORIS NAME	С	Hu	sband, Wife, Joint, or Community		С	U	D	
CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	H W H	DATE CLAIM WAS INCURRED ANI CONSIDERATION FOR CLAIM. IF CLA IS SUBJECT TO SETOFF, SO STATE	IM	ONTINGEN	DZU-GD-DKH		AMOUNT OF CLAIM
Account No. xxx0341			Applied Bank		Ť	T E		
SIMM Associates 800 Pencader Drive Newark, DE 19702		-				D		2,972.67
Account No. xxx8513	╁		Opened 8/01/11					2,012.01
Stellar Recovery Inc 4500 Salisbury Rd Ste 10 Jacksonville, FL 32216	•	-	Collection Attorney Comcast					176.00
Account No.	╀	_	colleciton		-			170.00
Stellar Recovery Inc. POB 1119 Charlotte, NC 28201		-						176.42
Account No. 6-613	╁		Credit					
Target Card Services PO BOX 660170 Dallas, TX 75266		-						312.64
Account No.	$\vdash$		14 M1 119490		$\vdash$			
Velocity Investment 1055 E Colorado Blvd Suite 225 Pasadena, CA 91106		_						10,117.56
Sheet no. <u>5</u> of <u>6</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims		·	(To	Sotal of the	Subt			13,755.29

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B6F (Official Form 6F) (12/07) - Cont.

In re	Sherard T Irby	Case No.
		Debtor

		_					
CREDITOR'S NAME,	C	Hu	sband, Wife, Joint, or Community	C	U	P	)
MAILING ADDRESS	CODEBTO	Н	DATE OF A DAMAG DIGUIDATE AND	CONTI	Ľ	s	<b>;</b>
INCLUDING ZIP CODE,	I E	W	DATE CLAIM WAS INCURRED AND	ΙŢ	Ľ	I P	
AND ACCOUNT NUMBER	Ţ	J	CONSIDERATION FOR CLAIM. IF CLAIM	Ņ	Ü	ΙŤ	AMOUNT OF CLAIM
(See instructions above.)	R	С	IS SUBJECT TO SETOFF, SO STATE.	I G	ľ	ΙĒ	:   )
A AN	┰	╀	Cooth alt Vialation	NGENT	UNLIQUIDATED		
Account No.	1		Seatbelt Violation		Ė		
	ı			_	۲	╁	$\dashv$
Village of Brookfield	ı					1	
8820 Brookfield Ave.	ı	-				1	
Brookfield, IL 60513	ı					1	
	ı						
	ı						25.00
	┖			丄	L	L	20.00
Account No.	ı		collection				
	1						
Vision Financial Services	ı						
PO BOX 1768	ı	-				1	
La Porte, IN 46352	ı					1	
La 1 one, iiv 40002	ı						
	ı						4 404 00
							1,121.00
Account No. xxxx xxxx xxxx 5286	П		Credit	Т		Г	
	1						
Walmart/Synchrony Bank	ı						
PO BOX 530927	ı	_					
Atlanta, GA 30353	ı						
Atlanta, GA 30333	ı						
	ı						5 405 00
	ı						5,165.96
Account No.				T			
	1						
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	ı						
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Account No.				Т			
	1						
	ı						
	ı						
	ı						
	ı						
	1						
Sheet no. 6 of 6 sheets attached to Schedule of				Subt	tot:	ıl	
Creditors Holding Unsecured Nonpriority Claims			(Total of t				6,311.96
Creations from the Charles Troubles from the Charles			(Total of t				' <del>  </del>
				Τ	ota	al	
			(Report on Summary of So	hec	lule	es)	47,385.27

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B6G (Official Form 6G) (12/07)

In re	Sherard T Irby	Case No.
-	<u> </u>	Debtor

## SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.

Guillermo Jacquez 14001 S. Torrence Ave. Chicago, IL 60633 year residential lease

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B6H (Official Form 6H) (12/07)

In re	Sherard T Irby	Case No.	
_	<u> </u>	,	
		Debtor	

## **SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

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Eill	in this information to identify your	2000							
	in this information to identify your optor 1 Sherard T Ir								
Del	otor 2  ouse, if filing)	Dy			_				
	ted States Bankruptcy Court for the	e: NORTHERN DISTRIC	CT OF ILLINOIS						
Cas	se number	. North Entry Blotha	-			eck if this is: An amende A suppleme	d filing ent showing		
0	fficial Form B 6I							lowing date:	
	chedule I: Your Inc				MM / DD/ Y	YYY		12/13	
sup spo atta	as complete and accurate as pos plying correct information. If you use. If you are separated and you ch a separate sheet to this form. It 1: Describe Employment	i are married and not fili ur spouse is not filing w On the top of any additi	ng jointly, and your s ith you, do not include	spouse de infor	is living w mation ab	ith you, incl out your spo	ude inform ouse. If mo	nation abou re space is	t your needed,
1.	Fill in your employment information.		Debtor 1			Debtor 2	or non-fili	ng spouse	
	If you have more than one job, attach a separate page with information about additional employers.	Employment status	■ Employed	☐ Employed ☐ Not employed					
		Occupation	☐ Not employed Foreman		<b>—</b> 1101 01	прюуса			
	Include part-time, seasonal, or self-employed work.	Employer's name	A Finkl & Sons Co	)					
	Occupation may include student or homemaker, if it applies.	Employer's address	1355 E 93rd St Chicago, IL 60619	9					
		How long employed t	here? 10 years	i					
Par	Give Details About Mo	nthly Income							
	mate monthly income as of the cuse unless you are separated.	date you file this form. If	you have nothing to re	port for	any line, w	rite \$0 in the	space. Inc	lude your no	n-filing
	u or your non-filing spouse have me space, attach a separate sheet to		ombine the information	n for all e	employers	for that perso	on on the lir	nes below. If	you need
					For D	Debtor 1	For Debt	or 2 or g spouse	
2.	List monthly gross wages, sala deductions). If not paid monthly,			2.	\$	5,505.00	\$	N/A	
3.	Estimate and list monthly over	time pay.		3.	+\$	0.00	+\$	N/A	
4.	Calculate gross Income. Add I	ine 2 + line 3.		4.	\$5	,505.00	\$	N/A	

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Debto	or 1	Sherard T Irby	-	Case r	number (if known)			
				For	Debtor 1		Debtor 2 or filing spouse	
	Cop	by line 4 here	4.	\$	5,505.00	\$	N/A	
5.	List	all payroll deductions:						
	5a.	Tax, Medicare, and Social Security deductions	5a.	\$	1,515.00	\$	N/A	
	5b.	Mandatory contributions for retirement plans	5b.	\$	0.00	\$	N/A	
	5c.	Voluntary contributions for retirement plans	5c.	\$	0.00	\$	N/A	
	5d.	Required repayments of retirement fund loans	5d.	\$	129.00	\$	N/A	
	5e.	Insurance	5e.	\$	244.00	\$	N/A	
	5f.	Domestic support obligations	5f.	\$	836.00	\$	N/A	
	5g.	Union dues	5g.	\$	0.00	\$	N/A	
	5h.	Other deductions. Specify:	_ 5h.+	\$	0.00	٠ \$	N/A	
6.		I the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$	2,724.00	\$	N/A	
7.	Cal	culate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$	2,781.00	\$	N/A	
8.	List 8a.	All other income regularly received:  Net income from rental property and from operating a business, profession, or farm  Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total						
		monthly net income.	8a.	\$	0.00	\$	N/A	
	8b.	Interest and dividends	8b.	\$	0.00	\$	N/A	
	8c.	Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce					· · ·	
		settlement, and property settlement.	8c.	\$	0.00	\$	N/A	
	8d.	Unemployment compensation	8d.	\$	0.00	\$	N/A	
	8e.	Social Security	8e.	\$	0.00	\$	N/A	
	8f.	Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies.  Specify:	e 8f.	\$	0.00	\$	N/A	
	8g.	Pension or retirement income	 8g.	\$	0.00	\$	N/A	
	8h.	Other monthly income. Specify:	_ 8h.+	\$	0.00	+ \$	N/A	
9.	Add	l all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$	0.00	\$	N/A	
10.	Cal	culate monthly income. Add line 7 + line 9.	10. \$	2	2,781.00 + \$		N/A = \$ 2,7	81.00
		the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.						
11.	Inclu othe Do i	te all other regular contributions to the expenses that you list in Schedule ude contributions from an unmarried partner, members of your household, your or friends or relatives.  not include any amounts already included in lines 2-10 or amounts that are not cify:	deper	-	•	•	Schedule J. 11. +\$	0.00
		I the amount in the last column of line 10 to the amount in line 11. The resident that amount on the Summary of Schedules and Statistical Summary of Certallies						81.00
12	Do :	you expect an increase or decrease within the year after you file this form	2				monthly inc	ome
13.	<b>■</b>	you expect an increase or decrease within the year after you file this form No.	f					
	П	Yes. Explain:						

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Fill	in this information to identify your case:				
Deb	tor 1 Sherard T Irby		Che	ck if this is:	
Deh	tor 2			An amended filing	wing post-petition chapter
	ouse, if filing)		Ц	13 expenses as of	
Unit	ed States Bankruptcy Court for the: NORTHERN DISTRICT OF ILLING	OIS	-	MM / DD / YYYY	
Cas	e number			A separate filing fo	r Debtor 2 because Debtor
(If kı	nown)			2 maintains a sepa	arate household
Of	fficial Form B 6J				
So	chedule J: Your Expenses				12/13
Be info	as complete and accurate as possible. If two married people ar ormation. If more space is needed, attach another sheet to this nber (if known). Answer every question.				
Par 1.	t1: Describe Your Household Is this a joint case?				
١.	■ No. Go to line 2.				
	Yes. Does Debtor 2 live in a separate household?				
	<ul><li>☐ No</li><li>☐ Yes. Debtor 2 must file a separate Schedule J.</li></ul>				
2.	Do you have dependents? ■ No				
	Do not list Debtor 1 Yes. Fill out this information for each dependent	Dependent's relation Debtor 1 or Debtor		Dependent's age	Does dependent live with you?
	Do not state the				□ No
	dependents' names.				☐ Yes ☐ No
					☐ Yes
					□ No
					Yes
					□ No
3.	Do your expenses include ■ No				☐ Yes
0.	expenses of people other than yourself and your dependents?				
Par					
exp	imate your expenses as of your bankruptcy filing date unless y benses as of a date after the bankruptcy is filed. If this is a supp blicable date.				
the	lude expenses paid for with non-cash government assistance invalue of such assistance and have included it on Schedule I: \ ificial Form 6I.)			Your exp	enses
	·				
4.	The rental or home ownership expenses for your residence. In payments and any rent for the ground or lot.	nclude first mortgage	e 4. \$	<b></b>	775.00
	If not included in line 4:				
	4a. Real estate taxes		4a. \$	5	0.00
	4b. Property, homeowner's, or renter's insurance		4b. \$	<u> </u>	0.00
	4c. Home maintenance, repair, and upkeep expenses		4c. 9	· -	0.00
5.	<ul> <li>4d. Homeowner's association or condominium dues</li> <li>Additional mortgage payments for your residence, such as hor</li> </ul>	me equity loans	4d. \$ 5. \$		0.00
			٠. ٩	•	0.00

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Debtor 1 Sherard	l Irby	Case num	ber (if known)	
6. Utilities:				
	, heat, natural gas	6a.	\$	125.00
•	wer, garbage collection	6b.	*	0.00
·	e, cell phone, Internet, satellite, and cable services	6c.	·	240.00
6d. Other. Sp		6d.	· -	0.00
	ekeeping supplies	7.	\$	
	children's education costs		:	450.00
		8.	\$	0.00
	ry, and dry cleaning	9.	\$	65.00
	products and services	10.	·	50.00
1. Medical and de	•	11.	\$	50.00
	Include gas, maintenance, bus or train fare.	12.	¢	300.00
Do not include o				
	clubs, recreation, newspapers, magazines, and books	13.		0.00
	ributions and religious donations	14.	\$	0.00
5. Insurance.				
	surance deducted from your pay or included in lines 4 or 20.	45-	Φ.	2.22
15a. Life insura		15a.		0.00
15b. Health ins		15b.	· -	0.00
15c. Vehicle in		15c.	·	125.00
15d. Other insu		15d.	\$	0.00
	clude taxes deducted from your pay or included in lines 4 or 20.			
Specify:		16.	\$	0.00
<ol><li>Installment or I</li></ol>				
	ents for Vehicle 1	17a.	· -	598.00
17b. Car paym	ents for Vehicle 2	17b.	\$	0.00
17c. Other. Sp	ecify:	17c.	\$	0.00
17d. Other. Sp	ecify:	17d.	\$	0.00
8. Your payments	of alimony, maintenance, and support that you did not report a	s		
deducted from	your pay on line 5, Schedule I, Your Income (Official Form 6I).	18.	\$	0.00
9. Other payments	s you make to support others who do not live with you.		\$	0.00
Specify:		19.	·	
	erty expenses not included in lines 4 or 5 of this form or on Sch			
20a. Mortgage:	s on other property	20a.	\$	0.00
20b. Real estat	e taxes	20b.	\$	0.00
20c. Property,	homeowner's, or renter's insurance	20c.	\$	0.00
20d. Maintenar	nce, repair, and upkeep expenses	20d.	\$	0.00
	er's association or condominium dues	20e.	\$	0.00
1. Other: Specify:		21.		0.00
. ,			- +	0.00
2. Your monthly e	xpenses. Add lines 4 through 21.	22.	\$	2,778.00
•	r monthly expenses.			
•	monthly net income.			
	12 (your combined monthly income) from Schedule I.	23a.	\$	2,781.00
23b. Copy you	monthly expenses from line 22 above.	23b.	-\$	2,778.00
	•			,
23c. Subtract y	our monthly expenses from your monthly income.			2.22
	is your monthly net income.	23c.	\$	3.00
For example, do yo	an increase or decrease in your expenses within the year after you expect to finish paying for your car loan within the year or do you expect your terms of your mortgage?			se or decrease because of a
☐ Yes.				
Explain:				

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**B6 Declaration (Official Form 6 - Declaration).** (12/07)

## **United States Bankruptcy Court** Northern District of Illinois

In re	Sherard T Irby			Case No.		
			Debtor(s)	Chapter	7	
	DECLARATION	CONCERN	ING DEBTOR'S SO	HEDIII	FC	
	DECLARATION	CONCERN	ING DEDICK 5 SC	IIEDUL	LS .	
DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR						
	DECLARATION UNDER	(PENALII (	OF PERJURI DI INDIVI	DUAL DEI	DIOK	
	I declare under penalty of perjury	that I have rea	nd the foregoing summary	and schedul	es, consisting	
	of 23 sheets, and that they are true and					
Date	October 20, 2015	Signature	/s/ Sherard T Irby			
			Sherard T Irby			
			Debtor			

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

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B7 (Official Form 7) (04/13)

## United States Bankruptcy Court Northern District of Illinois

In re	Sherard T Irby		Case No.	
		Debtor(s)	Chapter	7

### STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

#### **DEFINITIONS**

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any persons in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(2), (31).

## 1. Income from employment or operation of business

None

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

\$49,864.84 2015 YTD: Employment \$55,000.00 2014: Estimated Employment

\$55,000.00 2013: Estimated Employment

### 2. Income other than from employment or operation of business

None

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT SOURCE

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## 3. Payments to creditors

None

Complete a. or b., as appropriate, and c.

Individual or joint debtor(s) with primarily consumer debts: List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within 90 days immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATES OF **PAYMENTS** 

AMOUNT PAID

AMOUNT STILL OWING

None

b. Debtor whose debts are not primarily consumer debts: List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

> DATES OF PAYMENTS/ **TRANSFERS**

**AMOUNT** PAID OR VALUE OF TRANSFERS

AMOUNT STILL OWING

NAME AND ADDRESS OF CREDITOR

c. All debtors: List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR

DATE OF PAYMENT

AMOUNT PAID

AMOUNT STILL OWING

## 4. Suits and administrative proceedings, executions, garnishments and attachments

None 

None

a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT COURT OR AGENCY NATURE OF STATUS OR AND LOCATION DISPOSITION AND CASE NUMBER **PROCEEDING** Velocity Investment v. Sherard Irby, 14 M1 119490 collection cook iudament

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately

preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED

DATE OF SEIZURE

DESCRIPTION AND VALUE OF **PROPERTY** 

<sup>\*</sup> Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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### 5. Repossessions, foreclosures and returns

None

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN

DESCRIPTION AND VALUE OF PROPERTY

#### 6. Assignments and receiverships

None

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE

DATE OF ASSIGNMENT

TERMS OF ASSIGNMENT OR SETTLEMENT

None b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately

preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN NAME AND LOCATION OF COURT CASE TITLE & NUMBER

DATE OF ORDER DESCRIPTION AND VALUE OF

PROPERTY

#### 7. Gifts

None

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION

RELATIONSHIP TO DEBTOR, IF ANY

DATE OF GIFT

DESCRIPTION AND VALUE OF GIFT

## 8. Losses

None

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS

DATE OF LOSS

### 9. Payments related to debt counseling or bankruptcy

None

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE Law Office of Jason Blust 211 W. Wacker Suite 200 Chicago, IL 60606 DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR 2015 AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY \$1,200 Attorneys' Fees

\$335 Filing Fee

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#### 10. Other transfers

None

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR

DATE

DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED

None b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER

DEVICE

DATE(S) OF TRANSFER(S) AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST

S) IN PROPERTY

#### 11. Closed financial accounts

None

List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION

TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE

AMOUNT AND DATE OF SALE OR CLOSING

#### 12. Safe deposit boxes

None

List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY

DESCRIPTION OF CONTENTS

DATE OF TRANSFER OR SURRENDER, IF ANY

### 13. Setoffs

None

List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR

DATE OF SETOFF

AMOUNT OF SETOFF

### 14. Property held for another person

None

List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER

DESCRIPTION AND VALUE OF PROPERTY

LOCATION OF PROPERTY

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#### 15. Prior address of debtor

None

If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS NAME USED DATES OF OCCUPANCY

#### 16. Spouses and Former Spouses

None

If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

#### 17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

None

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

NAME AND ADDRESS OF DATE OF ENVIRONMENTAL SITE NAME AND ADDRESS GOVERNMENTAL UNIT NOTICE LAW

TE NAME AND ADDRESS GOVERNMENTAL UNIT NOTICE LAW

None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

NAME AND ADDRESS OF DATE OF ENVIRONMENTAL SITE NAME AND ADDRESS GOVERNMENTAL UNIT NOTICE LAW

None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which

the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

docket number.

NAME AND ADDRESS OF
GOVERNMENTAL UNIT DOCKET NUMBER STATUS OR DISPOSITION

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#### 18. Nature, location and name of business

None

a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within six years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within six **years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within six years immediately preceding the commencement of this case.

> LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN ADDRESS

**BEGINNING AND** 

NATURE OF BUSINESS **ENDING DATES** 

None

NAME

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

**ADDRESS** NAME

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within six years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

#### 19. Books, records and financial statements

None

a. List all bookkeepers and accountants who within two years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

### NAME AND ADDRESS

### DATES SERVICES RENDERED

None b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME

**ADDRESS** 

DATES SERVICES RENDERED

None

c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME

None

d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

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#### 20. Inventories

None

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)

None 1

b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

DATE OF INVENTORY

21 . Current Partners, Officers, Directors and Shareholders

None

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns,

controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE OF STOCK OWNERSHIP

22. Former partners, officers, directors and shareholders

None

a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME

None

**ADDRESS** 

DATE OF WITHDRAWAL

b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** 

immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

23. Withdrawals from a partnership or distributions by a corporation

None

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR

DATE AND PURPOSE OF WITHDRAWAL

AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY

24. Tax Consolidation Group.

None

If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

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#### 25. Pension Funds.

None

If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

\*\*\*\*\*

#### DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date October 20, 2015
Signature /s/ Sherard T Irby
Sherard T Irby
Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

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B8 (Form 8) (12/08)

#### United States Bankruptcy Court Northern District of Illinois

	Northern District of Illinoi	IS	
In re Sherard T Irby		Case No.	
	Debtor(s)	Chapter	7
	7 INDIVIDUAL DEBTOR'S STATEMENT OF the estate. (Part A must be fully co		
	tach additional pages if necessary.)	ompleted for EAC.	if debt which is secured by
Property No. 1	udditishiii puges ii neeessui ji,		
Creditor's Name: Prestige Financial Svc		perty Securing Debta Maxima with 83,000 n	
Property will be (check one):	I		
□ Surrendered	■ Retained		
If retaining the property, I intend to ( ☐ Redeem the property ☐ Reaffirm the debt ☐ Other. Explain	check at least one): (for example, avoid lien using 11	U.S.C. § 522(f)).	
Property is (check one):			
Claimed as Exempt	☐ Not claimed	l as exempt	
PART B - Personal property subject to Attach additional pages if necessary.)  Property No. 1	to unexpired leases. (All three columns of Par	t B must be complete	ed for each unexpired lease.
Lessor's Name: Guillermo Jacquez	Describe Leased Property: year residential lease	Lease will be U.S.C. § 365 ■ YES	e Assumed pursuant to 11 5(p)(2):
I declare under penalty of perjury t personal property subject to an une	that the above indicates my intention as to expired lease.	any property of my	estate securing a debt and/or
Date October 20, 2015	Signature /s/ Sherard T Irb	ру	

Debtor

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# **United States Bankruptcy Court Northern District of Illinois**

T	- Charard Tirky		C N-	
In r	re Sherard T Irby	Debtor(s)	Case No. Chapter	7
	DISCLOSURE OF COMPENS			
1.	1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:			
	For legal services, I have agreed to accept		\$	1,200.00
	Prior to the filing of this statement I have received		\$	1,200.00
	Balance Due		\$	0.00
2.	The source of the compensation paid to me was:			
	■ Debtor □ Other (specify):			
3.	The source of compensation to be paid to me is:			
	■ Debtor □ Other (specify):			
4.	■ I have not agreed to share the above-disclosed comper	nsation with any other person	unless they are mem	bers and associates of my law firm.
	☐ I have agreed to share the above-disclosed compensation copy of the agreement, together with a list of the name			
5.	In return for the above-disclosed fee, I have agreed to rend	der legal service for all aspect	s of the bankruptcy c	ase, including:
	<ul> <li>a. Analysis of the debtor's financial situation, and rendering.</li> <li>b. Preparation and filing of any petition, schedules, statenton.</li> <li>c. Representation of the debtor at the meeting of creditors.</li> <li>d. [Other provisions as needed]</li> <li>Negotiations with secured creditors to reduce.</li> </ul>	ment of affairs and plan which s and confirmation hearing, an	n may be required; nd any adjourned hea	rings thereof;
6.	By agreement with the debtor(s), the above-disclosed fee of Representation of the debtors in any adversa		g service:	
		CERTIFICATION		
this	I certify that the foregoing is a complete statement of any a bankruptcy proceeding.	agreement or arrangement for	payment to me for re	epresentation of the debtor(s) in
Date	ed: October 20, 2015	Jason Blust, Law Office of Jaso 211 W Wacker Dr STE 200 Chicago, IL 60606	ive	st #6276382

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### LAW OFFICE OF JASON BLUST, LLC

### CONTRACT FOR BANKRUPTCY SERVICES

UNSECURED & SECURED DEBTS	NON-DISCHARGEABLE DEBTS
ESTIMATED UNSECURED DEBT	STUDENT LOANS
ESTIMATED FAIR MARKET VALUE OF HOME/A	TICKETS
ESTIMATED MORTGAGES ON HOME	CHILD SUPPORT
ESTIMATED CAR LIEN #1 23,000 - keep	TAX DEBT
ESTIMATED CAR LIEN #2	GOV'T FINES
ESTIMATED OTHER SECURED DEBT	OTHER

NOTICE: This Agreement contains provisions requiring arbitration of fee disputes. Before you sign the agreement you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without the use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up your right to go to court to resolve these disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

I. PARTIES & PURPOSE: This is an agreement for legal services entered into on the date shown below between Law Office of Jason Blust, LLC, or one of its wholly owned subsidiaries (hereinafter "JB") and the individual (or married couple) assigned to the record number indicated below (hereinafter "Client") relating to legal services in relation to bankruptcy and debt relief. The contract is solely between JB, any assigns, heirs, or related entities that may be formed in the future and not any individual, partner, member or employee of JB. JB is a debt relief agency and law firm that files bankruptcy cases on behalf of its clients.

JB DOES NOT REPRESENT CLIENTS IN DEFENSE OF COLLECTION SUITS.

II. CLIENT OBLIGATIONS: JB reserves the right to withdraw or terminate the representation in the event Client does not meet his/her obligations.

Active Participation and Communication. Client agrees to actively participate and communicate with any and all JB staff during the duration of the bankruptcy case. This includes immediately providing updated contact information and any changes to Client's financial situation including, but not limited to, any state court hearing dates or foreclosure sale notices. Client's signature on this Contract shall be authorization for JB to file a bankruptcy petition for Client via the Bankruptcy Court's electronic filing system and all other subsequent filings through the Bankruptcy Court's electronic filing system. Client agrees to receive documents and/or correspondence from JB via either email or first class mail. Client agrees that JB can contact Client at any reasonable time in JB's sole discretion via email, text message, telephone, or postal mail.

Payment of Attorney Fees and Costs/Arbitration. Client agrees to pay all attorney fees and costs as disclosed herein in a timely manner and that fees and costs, as disclosed must be paid before the case is filed with the bankruptcy court. JB only represents Client and Client controls the representation even if the fee is paid by a third-party. JB and Client expressly agree to resolve fee disputes via Arbitration (see Section IX).

The "flat fee" for representation in a Chapter 7 case is \$ /200. This fee is a nonrefundable\* "advance payment retainer". In a Chapter 7 case, Client agrees to pay all fees and costs prior to the filings of the bankruptcy case with the bankruptcy clerk's office. Client acknowledges that Client will not have the protection of the Automatic Stay in Bankruptcy pursuant to 11 U.S.C. §362 until the bankruptcy case is filed. There may be additional fees charged by JB for delays caused by

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the Client, including Client's failure to pay fees in a timely manner, and failure to timely provide information and/or paperwork. Client expressly agrees that funds paid will be deposited in JB's operating account and are the property of JB. plus costs. JB agrees to file the client's Chapter 13 The "flat fee" for representation in the Chapter 13 case is \$\_\_\_\_\_ case with the court for the payment of \$\_\_\_\_\_ and will accept the balance from Client's Chapter 13 payments. Any estimated chapter 13 monthly payment is subject to change and JB does not guarantee a particular chapter 13 payment. In addition, there is a court filing fee totaling \$ 335 (subject to change without notice) and optional document 304 \_\_\_\_ (subject to change without notice). Client expressly retrieval and financial counseling facilitation totaling \$\_\_ agrees that chapter 7 and chapter 13 fees paid are an advance payment retainer and not a security retainer and such arrangement is an express condition of JB's willingness to handle the case. An advance payment retainer is appropriate because work is being performed from the moment the firm is hired and continues through the relationship, even if a case is never filed with the court. In Chapter 13, the fixed flat fees and advance payment retainer are for pre-filing and preconfirmation work. All fees paid are the property of the attorney and will be deposited into JB's operating account and are earned upon receipt, subject to refund only as provided in Section IV, Though the fee is fixed, in chapter 13's JB may apply to the court for additional fees, paid through the chapter 13 plan if there are extraordinary circumstances, such as extruded evidentiary hears, contested adversary proceedings, or appeals. See Section III for further details. Advance payment of costs may be held in a safe deposit box, a locked safe, a trust account, or any other secure place in JB's sold discretion until incurred and used to reimburse JB for payment. \_\_\_\_\_ Client's Initials.

Dishonored payments incur a fee of \$25 + any additional fees and costs incurred by JB as a result of dishonored or stopped payments. Failure to pay can result in JB closing the file and terminating the attorney-client relationship (see Section IV). In the event Client's chapter 13 is dismissed prior to full payment of attorney fees. Client agrees and expressly authorizes the chapter 13 trustee to pay any money held to JB for payment of the balance owed. Client agrees that JB may retain counsel to collect any balances due and will be responsible for payment of any reasonable collection costs and fees, not less than \$400. Client authorizes the collection of any additional fees from the chapter 13 trustee (if applicable). Client expressly agrees that fees tendered to JB by personal check may be converted and processed as ACH transaction. JB agrees to pursue third parties who may be liable for payment of fees, but failure of JB to collect from third parties does not relieve client of responsibility for payment. Client agrees that non-basis services are billed at the firms' customary hourly rate as described in Section IV. Billable hourly rates are subject to change. Some non-basic services may be provided at a flat fee rate, as agreed between the parties (see Section III).

**Full Disclosure**. Client agrees to truthfully, completely and accurately disclose **all** asses and their value, liability and their amount, income and expenses to JB any on any and all bankruptcy paperwork. In addition, client agrees to accurately answer any and all questions posed by JB and/or a representative or agent of the United States Trustee or as otherwise provided by law.

**Proved Documentation & follow Instructions.** Client agrees to provide copies of any and all documentation requested by JB in a timely and organized manner. Client expressly acknowledges and agrees that JB has duties to the Court that require JB to reasonably seek documentary evidence that supports Clients' factual contentations before JB can sign off and file bankruptcy paperwork with the court. Such documentation includes, but is not limited to: pay advices for the six month time period before the filing of the bankruptcy case (client acknowledges that since the case is not filed immediately upon and signing of this contract that the six month time period changes as time passes), tax returns, property appraisals, recorded deeds (if applicable), recorded mortgages (if applicable), non-filing spouse's (or household member's) pay advices, and any other relevant information directly or indirectly related to the client's financial condition. Client further agrees that he/she will read and follow all instructions provided to Client and incorporated by reference and made a part of this Contract for services.

#### III. LAW FIRM OBLITATIONS:

**Use Best Efforts:** In consideration of Client's obligations as stated in Section III, JB agrees to use its best efforts to obtain a satisfactory result for Client by providing basic legal services in connection with a bankruptcy case on an efficient and cost-effective basis. Client expressly agrees that JB makes no guarantee regarding the outcome of the bankruptcy case, including

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but not limited to, ability and qualification for filing chapter 7 or chapter 13 bankruptcy, successful discharge of any particular debt, the amount of a chapter 13 plan payment, and/or whether or not JB can successfully reduce the balance of secured liens. JB offers its financial situation, and/or facts as revealed after review of documentation that could affect in any way any advice JB gives Client.

Staffing: JB structures its practice as a group practice. JB does not guarantee any minimum level of participation in a case by any individual employee, member, attorney, paralegal, or partner of the firm. Multiple attorneys and staff may work on various aspects of the case ass assigned by JB in its sole discretion in compliance with all applicable rules of professional conduct. JB expects to perform the bulk of the work, but reserves the right to utilize other attorneys, paralegals, and litigation/clerical assistants where appropriate. In addition, Client authorizes JB, at its discretion, to have attorneys within the firm, or outside counsel, review clients file to explore other potential causes of action client may have.

Provide Basic Bankruptcy Services: JB, in consideration for Client's obligations as stated in Section III, agrees to provide basis legal services as required to file either a Chapter 7 or Chapter 13 Bankruptcy case, the Chapter determined as mutually agreed and indicated below. Basic legal services include, but are not limited to: pre-filing verification of bankruptcy representation; post-filing and pre-discharge contract with creditors; pre-filing advice and counsel to Client; advice during the case concerning the nature and effect of the applicable bankruptcy rules, including up to 15 telephone calls or 4 additional in-person meetings; exemption advice and planning; preparation and filing of a bankruptcy petition; preparation and filing of schedules and statements as required by bankruptcy status, rules, local rules, and any applicable standing orders of courts of completion jurisdiction; representation at the meeting of creditors pursuant to §341 of the Bankruptcy Code; representation at any confirmation hearings pursuant to §1324 (if applicable); setting valuation disputes prior to confirmation in Chapter 13, submitting information pursuant to requests from the trustee, including submitting information in response to case audits requested by the United States Trustee; negotiation and counsel in relation to reaffirmation agreements pursuant to 11 U.S.C. §524; and other regular and routine services not specifically stated, including additional terms as may be described in Section VIII, if applicable. Client expressly agrees that in Chapter 7, JB will not file the bankruptcy petition and schedules with the court until all fees and costs have been paid in full. In addition, JB will not file the bankruptcy cases with the court until all required documentation has been provided; all required documents are timely signed, reviewed, and verified.

Client further agrees that the above-described fees cover basic services only. There may be additional fees for non-basic services in addition to those disclosed above. Subject to the applicability of any local rules, standing orders, or additional contracts, non-basic services for which additional fees may apply include, but are not limited to: Adversary proceedings pursuant to 11 U.S.C. §523 or §727; excessive phone calls (more than 15) or in-person consultations (more than 4); motions to dismiss for client's failure to attend court hearings or failure to provide requested documentation; action to enforce the automatic stay pursuant to 11 U.S.C. §362; actions to enforce the discharge injunction; Rule 2004 Examinations; depositions; interrogatories or other discovery proceedings; contested objections to confirmation of a Chapter 13 plan; amended creditor schedules (typically \$150 in chapter 7 + \$30 filing fee in all chapters, subject to change); amended asset and/or income/expense schedules due to Client's failure to provide full disclosure; document retrieval services; facilitation of credit counseling and/or financial management courses; post-discharge services; appraisal services; contested matters, rescheduled §341 meetings because of Client's failure to appear at a scheduled meeting (typically \$150 in chapter 7); motions to avoid liens (typically \$260 per motion); proceedings to strip mortgages when applicable; and motions for redemption pursuant to 11 U.S.C. §722 (typically \$600); conversion of a case from one chapter to another (requires an additional in-person meeting and results in additional reasonable fees and costs as mutually agreed); and/or proceedings to reopen a closed case for any reason.

IV. TERMINATION OF SERVICES (Refund Policy): The parties may terminate services at any time. Termination of services by Client must be in writing. JB may terminate services for failure of Client to fulfill any of Client's contractual obligations as identified in Section II of this agreement. In either event, Client may be entitled to a refund of part of the nonrefundable fee based upon quantum meruit. The factors considered include: time spent, including time spent answering telephone calls, processing, organizing and responding to any correspondence; case status; case progress; and the amount of work remaining to complete the case. Analysis of time is calculated in tenths of an hour increments, rounded up to the next tenth of an hour. Attorney time is worth \$250-\$450 per hour depending on the experience of the attorney performing the service. Non-attorney professional time is worth \$75 per hour. Hourly rates are subject to periodic review and revision. JB will also consider the progress of the case when determining a reasonable refund. It is impossible to determine a fair refund until a detailed analysis

is performed on a case-by-case basis. Refunds, if any will be sent to Client at Client's last known address with a reasonable amount of time. In the event Client is deceased or incapacitated, or if the fee was paid by a third party, refunds, if any, are the property of the Client and will only be released to the Client or an authorized representative of the Client's estate. In the event Client terminates services after a bankruptcy case has been filed, JB is given a reasonable time to file withdrawal and/or substitution of counsel documents with the clerk of court. JB expressly reserves the right to enforce a previous award of fees and to seek payment of any outstanding balance of legal fees. The parties expressly agree that JB's representation automatically terminates upon the closing of the case by the Clerk of Court. Client expressly agrees that JB is authorized to contact Client in the future, even after the conclusion of the case via mail, telephone, electronic mail or text message regarding any future JB products and/or services.

V. LIMITED POWER OF ATTORNEY: Client expressly agrees that signature on this contract grants JB a Limited Power of Attorney for the purposes of carrying out the bankruptcy representation. Such power includes, but is not limited to, the power to obtain Client's tax returns or transcripts from either the IRS or any person or entity consulted in regards to tax preparation; the ability to obtain information and discuss Client's situation with any of Client's secured creditors; and in the event the bankruptcy is dismissed or converted prior to completion, JB may apply funds on hand with the Chapter 13 trustee that would otherwise be forwarded to Client towards the balance owed JB, if any, and/or the Chapter 7 fee, if applicable, by granting JB the right to endorse Client's name upon checks from the trustee. JB will provide an accounting of all funds received from the trustee and applied.

VI. RETENTION AND DISPOSITION OF RECORDS: JB will retain records as required by applicable law in your state, generally at least (5) years. JB, reserves the right to store records electronically. JB encourages Client to keep and maintain copies of all bankruptcy related matters. Client may request a copy of the file by sending a written request. JB reserves the right to charge a reasonable retrieval and duplication fee of at least \$35.

VII. RECEIPT OF MANDATORY NOTICE AND DISCLOSURE: The Bankruptcy Abuse and Prevention and Consumer Protection Act of 2005 require JB to provide mandatory notices/disclosures to Client. Your signature on this contract is an acknowledgment that Client has received, read and understood the two(2) separate documents entitled "§525(a) Notice", and "Important Information About Bankruptcy Assistance Services From an Attorney or bankruptcy Petition Preparer."

VII. ENTIRE AGREEMENT: The entire contract between the Parties is contained in this instrument. Parties agree to all of the terms and conditions set forth herein and acknowledge that they have read and understand this Agreement. In the event Client is filing a case in a jurisdiction where the local bankruptcy court has adopted any rule procedure or general order regarding the relationship between the Attorney and the Client, then such rule, procedure, Court Order, "Rights & Responsibilities Agreement," or "Model Retention Agreement" and its corresponding rights and obligations is specifically incorporated by reference into this Agreement is made a part hereof as additional terms, and both parties understand they must comply with its terms which supersede and control all provisions of this contract. Client signature on this document serves as an acknowledgement and agreement by Client that client has been informed of such a rule, procedure, Order "Rights and Responsibilities Agreement," or "Model Retention Agreement' and has agreed to be bound by its additional terms and conditions. In the event provisions of this Agreement contradict with the provisions in any Rule, Procedure, Court Order, "Rights & Responsibilities Agreement," and/or "Model Retention Agreement" the provisions of the Rules, Procedure, Court Order, "Rights & Responsibilities Agreement," or "Model Retention Agreement" would control.

IX. BINDING ARBITRATION: In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation, unconscionability or validity thereof, including the termination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the county and state in which the consumer resides at the time of the agreement in accordance with the laws of the state of consumer's residence at the time of the agreement or agreements to be made in and to be performed in the state of the consumer's residence. The parties agree, the arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for

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enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorney's fees, equally. If the consumer's share of the cost is greater that \$1,000.00 (One-thousand dollars), JB will pay the consumer's share of costs in excess of that amount. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. Binding Arbitration means that both parties give up the right to a trial by jury. It also means that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of issues that can or may be appealed. It also means that discovery may be severely limited by the arbitrator. This section and arbitration requirement shall survive any termination.

**X. SEVERABILITY:** In the event any provision of this agreement is found to be unenforceable for any reason by a court of competent jurisdiction, only the offending clause shall be stricken from the agreement and the remainder of the agreement shall remain in full force and effect.

I/We hereby agree to and acknowledge all of the terms above and I/we retain and authorize JB to file a bankruptcy on my/our behalf:

CHAPTER 7 / CHAPTER 13	(circle one)	RECORD #
x S	DATE 5/9/14	BY:
Debtor		Attorney of behalf of JB
X	DATE	
Joint Debtor		

### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

### NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b) OF THE BANKRUPTCY CODE

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

#### 1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days before the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

#### 2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

#### Chapter 7: Liquidation (\$245 filing fee, \$75 administrative fee, \$15 trustee surcharge: Total Fee \$335)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

### <u>Chapter 13</u>: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$75 administrative fee: Total Fee \$310)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over

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Form B 201A, Notice to Consumer Debtor(s)

Page 2

a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

#### Chapter 11: Reorganization (\$1,167 filing fee, \$550 administrative fee: Total Fee \$1,717)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

#### Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$75 administrative fee: Total Fee \$275)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

#### 3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

**WARNING:** Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy\_forms.html#procedure.

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B 201B (Form 201B) (12/09)

### United States Renkrunter Court

		Northern District of Illinois	
In re	Sherard T Irby	Case No.	
	·	Debtor(s) Chapter	7
		OF NOTICE TO CONSUMER DEBTOR (2(b) OF THE BANKRUPTCY CODE Certification of Debtor	R(S)
Code.	I (We), the debtor(s), affirm that I (we) have	we received and read the attached notice, as required by	by § 342(b) of the Bankruptcy
Shera	rd T Irby	X /s/ Sherard T Irby	October 20, 2015
Printe	d Name(s) of Debtor(s)	Signature of Debtor	Date
Case N	No. (if known)	X	
		Signature of Joint Debtor (if any)	) Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) only if the certification has NOT been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

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### **United States Bankruptcy Court Northern District of Illinois**

		To the District of Hillors		
In re	Sherard T Irby		Case No.	
	-	Debtor(s)	Chapter 7	
	VE	CRIFICATION OF CREDITOR	MATRIX	
		Number of	of Creditors:	36
	The above-named Debtor(s) (our) knowledge.	hereby verifies that the list of cred	litors is true and correct to	the best of my
Date:	October 20, 2015	/s/ Sherard T Irby Sherard T Irby Signature of Debtor		

Alia Mohamed address unknown

Blitt and Gaines, P.C. 661 Glenn Avenue Wheeling, IL 60090

Capital One Services, LLC PO BOX 70886 Charlotte, NC 28272

Citgo Consumer Card PROCESSING CENTER Des Moines, IA 50362

City of Chicago Department of Revenue PO Box 88292 Chicago, IL 60680-1292

Convergent Outsourcing, Inc. 10750 Hammerly Blvd., Ste. 200 Houston, TX 77043

Credit One Bank Na Po Box 98875 Las Vegas, NV 89193

Discover More Card PO BOX 6103 Carol Stream, IL 60197

Enhanced Recovery Company, LLC PO BOX 23870 Jacksonville, FL 32241

ExxonMobil PROCESSING CENTER Des Moines, IA 50361

Fingerhut P.O. Box 166 Newark, NJ 07101 First National Collection Bureau 3631 Warren Way Reno, NV 89509

First Premier Bank 601 S Minnesota Ave Sioux Falls, SD 57104

First Premier Bank PO BOX 5529 Sioux Falls, SD 57117

Great American Finance 20 N Wacker Dr Ste 2275 Chicago, IL 60606

Hertg Accpt 120 W Lexington Elkhart, IN 46516

Illinois Dept of Human Services PO Box 19407 Springfield, IL 62794

Linebarger Goggan Blair & Sampson P.O. Box 06140 Chicago, IL 60606-0140

Mcsi Inc Po Box 327 Palos Heights, IL 60463

Merrick Bank PO BOX 660702 Dallas, TX 75266

Meyey & Njus 1100 Us Bank Plaza 200 S. Sixth Minneapolis, MN 55402

Municollofam 3348 Ridge Road Lansing, IL 60438 NCO Financial PO BOX 1020 Horsham, PA 19044

Ntl Acct Srv 1246 University Av Saint Paul, MN 55104

Pay Pal Credit PO BOX 105658 Atlanta, GA 30348

Prestige Financial Svc 1420 S 500 W Salt Lake City, UT 84115

RGS Collections Inc. POBox 240200 Milwaukee, WI 53224

Seventh Avenue 1112 7th Ave Monroe, WI 53566-1364

SIMM Associates 800 Pencader Drive Newark, DE 19702

Stellar Recovery Inc 4500 Salisbury Rd Ste 10 Jacksonville, FL 32216

Stellar Recovery Inc. POB 1119 Charlotte, NC 28201

Target Card Services PO BOX 660170 Dallas, TX 75266

Velocity Investment 1055 E Colorado Blvd Suite 225 Pasadena, CA 91106 Village of Brookfield 8820 Brookfield Ave. Brookfield, IL 60513

Vision Financial Services PO BOX 1768 La Porte, IN 46352

Walmart/Synchrony Bank PO BOX 530927 Atlanta, GA 30353